



BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206

BLOOM & BLOOM TRAIL HIGH SCHOOLS

Received & Inspected

SEP 10 2012

FCC Mail Room

BOARD OF EDUCATION

September 5, 2012

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Capitol Heights, MD 20743

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Member

MR. ANTHONY MURPHY
Member

MR. ROBERT ROSSI
Member

**RE: Request for Review of Universal Service Administrative Company's
Administrators' Decision on Appeal dated July 19th, 2012**

To Whom It May Concern:

The Bloom High School District 206 ("Bloom" or "Applicant") is submitting this
Request for Review in response to the Administrator's Decision on Appeal received
from the Universal Services Administrative Corporation ("USAC") dated July 19th,
2012 (See Attachment G) regarding the following information:

**DISTRICT
ADMINISTRATION**

DR. LENELL Q. NAVARRE
Superintendent

MRS. RHONA N. ISRAEL
Assistant Superintendent
Curriculum & Instruction

MR. KYLE R. HASTINGS
Assistant Superintendent
Human Resources

MS. ANN C. WILLIAMS
Business Manager

DR. DAWN McCUNE-ANGELINI
Director of Special Education

MR. JOSEPH E. MALIZIA
Director of Teaching &
Learning/Grants

Funding Year 2011 (2011 – 2012)
Applicant: Bloom High School District 206
BEN: 135505
CC Docket Number: 02-6, 96-45
Name: Andrew Schmitt
Title: IT Director
Address: 100 West 10th Street
Chicago Heights, IL 60411
Phone: 708 755-7010 x1136
Fax: 708 670-4124 (312) 432 -0077
E-mail: aschmitt@sd206.org
Form 471 App Number(s): 779911
FRN Number(s): 2218912

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I. INTRODUCTION

The Bloom School District 206 (“Bloom”) submitted their request on July 23, 2012 (See Exhibit A) to appeal the Funding Commitment Decision Letter (FCDL) for E-rate funding year 2011, FRN 2218912, citing that changes that were submitted by Bloom to the SLD prior to deadlines, were not processed prior to the FCDL by the Universal Services Administrative Company (“USAC”) resulting in a lesser amount of funding being awarded the school. This is shown in the Funding Commitment Decision letter (FDCL) dated February 28, 2012. (See Exhibit E).

USAC can process allowable corrections to ministerial and clerical errors (herein referred to as an “M& C” error), and according to FCC Order (FCC 11-60), ministerial and clerical errors are defined as follows:

“The applicant can amend its forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error.” Additional correctable errors can be found in the FCC’s Order DA-2354.

As this is a case of an M&C error, Bloom did indeed, provide a copy of the source documentation during PIA used to prepare the FCC Form 471. USAC cites examples of acceptable supporting documentation as contracts, vendor quotes, vendor bills, invoices, etc. Bloom provided USAC with the entire contract, showing the \$19,910.60 referenced on page 5 of Exhibit D.

II. KEY BACKGROUND FACTS

A. THE APPLICANT

Bloom’s mission is to provide students with relevant educational experiences that

assist in their attainment of competency in all academic areas and the ability to apply these skills to real life endeavors. While working within the multicultural school/community environment, the district strives to empower individuals-personally and socially-to achieve their maximum potential using higher order thinking skills that prepare them for the constantly changing challenges of our global society. Bloom High School District has over 2500 students across 3 campuses in the South Suburbs of Chicago communities where access to a high-performing high school is severely limited or unavailable. These communities are at least 50% low-income and minority, and most often have far higher statistics.

B. EXPLANATION OF FACTS

1. First, a RAL correction was submitted via fax on April 19, 2011 (See Exhibit C), prior to the award of the FCDL, which was awarded on February 28, 2012. (See Exhibit E). This RAL correction was faxed to the Schools and Libraries Division (SLD) and receipt of this document was confirmed on numerous occasions via the Customer Service Bureau and later on throughout the process via email response by the PIA reviewer on February 16, 2012. This email states that the reviewer had received the information and that it was received. (See Exhibit F). The applicant reached out to the reviewer to express concern that the applicant did not see the standard protocol being filed by the reviewer; specifically the RAL correction that was submitted was not incorporated into the Program Integrity Assurance questions. Standard protocol requires the applicant to confirm the RAL Correction and provide the source documents linking the M&C error to the request. This never occurred.
2. Concurrently, changes were submitted on May 16, 2011 via an amended Item 21 Attachment requesting an increase in funding to \$359,918.81 from the original

request of \$340,008.21. The additional amount requested was \$19,910.60 for an overall total amount of \$359,918.81. The request was submitted on May 16, 2011, preceding the deadline of May 17, 2011. (See Exhibit B). This also aligns to the total amount to what was quoted on the contract. (See Exhibit D, page 5)

3. Note that none of the following submitted changes referred to above were processed by the SLD.

i. Change of number 20B Contract Expiration Date to 6/30/2012 (See Exhibit C)

ii. Addition of additional entity that was omitted: number 22: Missing Entity 69234 Alternative High School (See Exhibit C)

iii. Modify number 23F. The original amount was \$340,008.21 and should have been modified to reflect the correct amount with the addition of the \$19,910.60 noted in the Item 21 amendment, line item 2, with a cost of \$19,910.60 for the purchase of switches, UPS and miscellaneous cabling to support connectivity for switches upgrade. (See Exhibit B), the addition of that amount changed the request to a total of \$359,918.81 less any ineligibles removed. (See Exhibit C).

4. Furthermore, we have included, for your review, the contract documents (See Exhibit D) showing evidence of the changes noted above, aligning with both the amended Item 21 attachment (See Exhibit B, page 2), and the 471 RAL corrections. (See Exhibit C, page 2, item numbers 20b, 22 and 23F).

5. At no time were any of the RAL corrections cancelled by the applicant. As noted in the previous section, Bloom contacted the PIA reviewer to verify that she had all of the RAL corrections and this was confirmed via email which states that the reviewer had received the information and that it was in the SLD's system. (See Exhibit F). After this time there was no further contact either written or verbal

between Bloom and the PIA reviewer.

C. THE APPLICANT'S ATTEMPT TO SUBMIT CORRECTION DOCUMENTS AND USAC'S LACK OF ACTION TO APPROVE WITH THE FUNDING COMMITMENT DECISION LETTER

We contend that Bloom complied with the tenet of the RAL correction process defined by the SLD and should not be penalized due to the lack of action taken by the SLD, or lack of action taken by the PIA Reviewer. Additionally, in the case of the applicant herein, that making good faith efforts to comply with what the Commission itself concedes can be a complicated set of rules, wholly justifies a waiver of the denied appeal.

D. CONCLUSION

Bloom should not lose funding due to the fact that the PIA reviewer at the SLD failed to apply submitted changes to the above referenced FRN in a timely manner resulting in a funding commitment of a lesser amount, and the missing entity was not included as requested.

Bloom proceeded in good faith that they had complied with all deadlines and provided appropriate submissions where and when required. The Commission's rules allow waiver of a Commission rule for good cause shown. The Commission has extended this authority to the waiver of USAC rules. Based on the foregoing, we are requesting a waiver, of the applicable rules for awarding funding to applicants. Bloom certifies that we were not engaged in any activity to defraud or abuse the E-rate program and asserts that it complied with E-rate rules. We request that USAC grant a waiver of the rules with respect to the above issues and award the additional \$19,910.60 in funding requested for this FRN and approve the missing entity, 69234, Alternative High School, that were included in the 471 RAL correction (See Exhibit C) and the amended Item 21 attachment (See Exhibit B).

Bloom acted in the interest of its neediest students and within the spirit of the E-rate program. Bloom faces financial hardships similar to those faced by many school applicants; and the E-rate program helps ensure that students at schools with the greatest need continue to have enhanced learning opportunities. We appreciate your review of the information herein.

If you have any questions, or wish to discuss this matter further, please don't hesitate to contact the undersigned, at (708) 670-4124 or via email at ASchmitt@sd206.org. Otherwise, thank you in advance for your prompt and courteous attention to resolving this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew Schmitt", with a stylized flourish at the end.

Andrew Schmitt
Director of Technology
Bloom High School District 206

EXHIBIT A

APPEAL LETTER SUBMITTED TO USAC

Subject: Fwd: Bloom Twp Request for Appeal
From: Schmitt, Andrew (ASchmitt@sd206.org)
To: jkrat@yahoo.com;
Date: Monday, July 23, 2012 7:00 PM

This is what was sent.

Andrew Schmitt
Director of Technology
Bloom Township
7086704124

Begin forwarded message:

From: "Schmitt, Andrew" <ASchmitt@sd206.org<mailto:ASchmitt@sd206.org>>
To: "appeals@sl.universalservice.org<mailto:appeals@sl.universalservice.org>"
<appeals@sl.universalservice.org<mailto:appeals@sl.universalservice.org>>
Subject: FW: Bloom Twp Request for Appeal

On Monday 7/16/2012 I sent you our Request for Appeal, but did not include attachments. Here is the Appeal again with the documentation. It is a large document, please let me know if you received it, if not I will zip the file.

Andrew M. Schmitt
District Director of Technology
Bloom Township District 206 High Schools
Email: aschmitt@sd206.org<mailto:aschmitt@sd206.org><mailto:aschmitt@sd206.org>
Work Phone: 708 755-7010 x1136
Cell Phone: 708 670-4124



BLOOM TOWNSHIP HIGH SCHOOL DISTRICT⁰ 206

~~BLOOM & BLOOM TRAIL HIGH SCHOOLS~~

Submitted via email to:
Appeals@sl.universalservice.org

REQUEST FOR APPEAL ON FUNDING COMMITMENT DECISION LETTER FOR E-RATE FUNDING YEAR 2011

BOARD OF EDUCATION

MR. HENRY DRAKE
President

July 13, 2012

MR. WILLIAM ANGELL
Vice-President

Letter of Appeal
Schools and Libraries Division - Correspondence Unit

MR. DONALD APRATI
Secretary

30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

MRS. PATRICIA DONAHUE
Member

RE: Request for Review Funding Year 2011

MS. BEVERLY GONCHER
Member

SLD Action Being Appealed:

Submitted RAL Not Included on Final
FCDL Award Notice dated 2/28/2012
Bloom School District 206
135505
779911

MR. ANTHONY MURPHY
Member

Applicant Name:
Entity Number:
Form 471 Application Number:
Funding Request Number:
Service Provider Name/SPIN#

FRN	SPIN	Service Provider Name
2218912	143005588	CDW Government, LLC

MR. ROBERT ROSSI
Member

Funding Year:

2011

DISTRICT ADMINISTRATION

DR. LENELL Q. NAVARRE
Superintendent

Contact for this Appeal:

Andrew M. Schmitt
District Director of Technology
Bloom Township District 206 High
Schools
Email: aschmitt@sd206.org
Work Phone: 708 755-7010 x1136
Cell Phone: 708 670-4124

MRS. RHONA N. ISRAEL
Assistant Superintendent
Curriculum & Instruction

Subject:

FAILURE TO APPROVE CHANGES SUBMITTED
ON AMENDED ITEM 21 ATTACHMENT AND 471
RAL -CORRECTION FOR FUNDING YEAR 2011

MR. KYLE R. HASTINGS
Assistant Superintendent
Human Resources

To Whom It May Concern:

The Bloom School District 206 hereby submits our request to appeal the FRN cited herein regarding the following changes that were not processed by the SLD/USAC regarding the submitted documentation:

MS. ANN C.WILLIAMS
Business Manager

- Attachment A -- Amended Item 21 Attachment submitted for FRN 2218912 on May 16, 2011 to increase funding amount to \$359,918.81. Deadline was 5/17/2012.

DR. DAWN McCUNE-ANGELINI
Director of Special Education

- Attachment B- 471 RAL CORRECTION and evidence of successful transmission with the following changes that were submitted but not processed:
 - a. Change of 20B Contract Expiration Date to 6/30/2012
 - b. Addition of Additional Entity that was omitted: 22: Missing Entity 69234 Alternative High School. See Worksheet
 - c. Change of 23F to correct amount of \$359,918.81.
 - d. Submitted prior to the award of the FCDL.

MR. JOSEPH E. MALIZIA
Director of Teaching &
Learning/Grants

-
- Attachment C- Contracts showing evidence of changes that align to Item 21 Attachment Amended and 471 RAL Corrections.
 - a. Contract 1 and Contract 2 – see support documentation for support
 - Attachment D – Approved FCDL Dated 2/28/2012
 - Attachment E- Email to PIA Reviewer on confirmation of RAL Request. Sent email to reviewer since the PIA reviewer did not send question in the form of a ministerial error correction in the PIA questions. Sent email citing concern of not confirming acknowledgement of request. Email states reviewer had the information. FCDL was issued and shortly received by school – to late for another follow-up to PIA Reviewer.

REQUEST TO APPROVAL: Applicant submitted Amended Item 21 attachment and 471 RAL request. Information was not corrected in the final FCDL dated 2/28/2012. We are requesting that the SLD due the following:

- Adjust the FCDL - FRN FRN 218912 to reflect the requested amount of \$359,918.81. This was submitted via an amended item 21 attachment and a 471 RAL Request.
- Approve the missing entity that was included in the same 471 RAL item 22: Missing Entity 69234 Alternative High School.

We are requesting the approval of the appeal based on the information we presented herein and request that due to the circumstances that the SLD/USAC did not process our requests in concert with the documentation submitted and prior to the award of the FCDL.

We appreciate your consideration of this request and ask that you contact me if you have any additional questions please contact me at (708) 670.4124 or via email at aschmitt@sd206.org.

Thank you for your assistance.

Very truly yours,



Andrew Schmitt

EXHIBIT B

ITEM 21 ATTACHMENT AMENDED

Subject: Amended Item 21 Attachment Submission BEN 135505
From: Jane Kratochvil (jkrat@yahoo.com)
To: attachments@sl.universalservice.org;
Cc: ASchmitt@sd206.org;
Date: Monday, May 16, 2011 11:38 PM

Please find enclosed the amended item 21 attachments for the Bloom High School District

206 : 471 application number: 779911

Sincerely,
Jane Kratochvil
773.412.9072

AMENDED ITEM 21 ATTACHMENT

471 Application No - 779911

BEN: 135505

FRN: 2218912

Attachment number: 12-LANSI-CDWG

Applicant Form Identifier YR14-471-Bloom-2

SPIN 143005588

Bloom High School District 206**CONTRACT SUMMARY****LAN System Improvements - Equipment and Installation****CDW Government, LLC**

Narrative Description: Installation and equipment purchase of switches, servers, wireless access points, ancillary network LAN equipment, fiber runs and UPS for school system improvements. **Locations:** See block 4 worksheet # 69237

Part Num	Product / Service Description	Cost			Eligible %	
		Quan	Unit	Ext	%	value
	ELIGIBLE SERVICES					
	System Improvement equipment with purchase of newly install switches, hubs, servers, ups, WAP's, and UPS. Installation, Configuration and Testing of LAN System Improvement equipment.	1	\$ 340,008.21	\$ 340,008.21	100%	\$ 340,008.21
	Switches, UPS and misc cabling to support connectivity for switches upgrade	1	\$ 19,910.60	\$ 19,910.60	100%	\$ 19,910.60
	Total Eligible Services		\$ 359,918.81	\$ 359,918.81		\$ 359,918.81

ANNUAL ELIGIBLE COSTS
ANNUAL INELIGIBLE COSTS

\$ 359,918.81

←
amended item
21 attachment

EXHIBIT C

471 RAL CORRECTIONS



[▶ MY ACCOUNT HOME](#)
[▶ VIEW FAXES](#)
[▶ SEND FAXES](#)
[▶ UPDATE ACCOUNT](#)
[▶ HELP](#)
[▶ LOGOUT](#)

Message Center™

My eFax email 16364129072



Search Faxes

Sent

Contacts

Successful transmission to 197...

Folders

Delete

Download

Forward

Tag

New

Rename

Delete

INBOX (168)

Sent

Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to
 Successful transmission to

... More messages ...

Trash

Successful transmission to 19735996526. Re: RAL Corrections

From: send@mail.efax.com

Date: Tue, 19 Apr 2011

View Fax: 2011-04-16_161907857_STORAGE_001485241.tif

FAX COVER SHEET

TO 973
 COMPANY
 FAX NUMBER 14735996526
 FROM Jane Kistockvil
 DATE 2011-04-19 01:10:32 GMT
 RE RAL Corrections

COVER MESSAGE

RAL Corrections
 Andrew Schmitt 10473591200

RFR 15110
 Blomberg 1141200
 SCC Application 119911

Form 471 779911 RAL Funding Requests Report

FRN: 2218912

IF YOU WISH TO CANCEL THIS FRN, PLEASE CHECK HERE ☐

Item #	Data Entered on FCC Form 471	Make Corrections Here
11. Category of Service	Internal Connections	
12. 470 App#	731920000885169	
13. SPIN	143005588	
14. Service Provider Name	CDW Government, LLC	
15b. Contract Number	N/A	
16a. Billing Account Number		
16b. Multiple Billing Account Numbers	N	
18. Contract Award Date	03/21/2011	
19. Service Start Date	07/01/2011	
20a. Service End Date		
20b. Contract Expiration Date	09/30/2012 ^{6/30/2012}	
22. Block 4 Entity or Worksheet No	69237 ^{add entity}	4/18/2011
23a. Monthly Charges	\$0.00	
23b. Ineligible Monthly Amt	\$0.00	
23c. Eligible Monthly Amt	\$0.00	
23d. Number of Months of service	12	
23e. Annual Pre-discount Amount for eligible recurring charges	\$0.00	Calculated - Not Input
23f. Annual Non-Recurring (One-Time) Charges	\$340,008.21 \$359,918.81	
23g. Ineligible Non-Recurring Amount	\$0.00	
23h. Annual Pre-discount Amount for eligible Non-Recurring charges	\$340,008.21	Calculated - Not Input
23i. Total Pre-discount Amt.	\$340,008.21	Calculated - Not Input
23j. Discount from Block 4	90	See Block 4 Above
23k. Funding Commitment Request	\$306,007.39	Calculated - Not Input
25f. Service provider assistance with funding	No	

Entity Number 135505	Applicant's Form Identifier YR14-471-Bloom-2
Contact Person Andrew Schmitt	Contact Telephone Number (708) 755 -7010

Block 4: Discount Calculation Worksheet

Worksheet
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

☐ Check here if this worksheet contains all eligible entities in the school district or library system

9a List entities and calculate discount(s):

School District or Library System Name: _____

(For Administrator's Use)
School District or Library System Entity Number: **135505**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCEC Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate code(s): P = pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
Alternative High School	69234	u	67	63										

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.														
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														

EXHIBIT D

SOURCE DOCUMENTS -CONTRACTS

Contract 1

Page 5

Amount: \$19,910 matched amended Item 21
Attachment request for additional increase

**CDW Government LLC
Purchase Agreement for E-Rate Customers 2011-2012
Contract # Admin Switching
Spln #143005588
FCC Registration #0012123287**

This Purchase Agreement For E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC ("Seller"), an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 and Bloom High School District 206 ("Customer"), a non-profit school or library eligible for Universal Service funding, with offices at 22331 Cottage Grove Ave, Chicago Heights, IL60411.

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide 20-90 percent discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – servers, hubs, switches, firewalls, operating software, installation, and maintenance eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – non-profit school or library eligible for Universal Service funding applying for an E-Rate discount on E-Rate Eligible products.

"Program" The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the Federal Communications Commission to administer the Universal Service Program for schools and libraries.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G's website at <http://www.cdw.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies to be eligible to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. The contract is contingent upon evidence of award of E-Rate funding.

B. E-Rate Purchases

Customer represents and warrants that all purchases under this Agreement will be for its own use and are eligible for E-rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER WILL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. This form must be approved by SLD prior to the order placement. The Form 486 informs SLD when the Billed Entity and/or the eligible entities that it represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive invoice.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders must include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) Percentage School Owes and Percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN # for each part number. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer Must Choose one)

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Bill of Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be a period of one-year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). If the Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped and support for which Customer has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon mutual signature between both Seller and Customer. The Renewal shall be based on extension of funding from the SLD.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Enterprise Drive, Suite 404
Shelton, CT 06484

If to Customer:

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for funding year 2011 which begins July 1, 2011 and extends until June 30, 2012.

CDW GOVERNMENT LLC

CUSTOMER

By: _____
(Authorized signature)

Tara Barbieri
Printed Name

Title: Director, Program Sales

Date: 03/21/2011

By: _____
(Authorized Signature)

MARK J. SHEAHAN
Printed Name

Title: Asst. Supr - Business

Date: 3-18-11

EXHIBIT I
Quote



CDWG-G Response for Bloom High School District 206 E-Rate Requests

CISCO SOLUTIONS

Switching Hardware	\$6,637.00
Switching CDWG Professional Services	\$1,730.00
Switching Total	\$8,367.00

Cabling

24-strand 50 micron OM4 OSP Fiber Optic Cable	\$10,000.00
	\$10,000.00

Power

UPS power protection for each closet	\$1,343.00
	\$1,343.00

Total for CDWG Cisco Solutions	\$19,710.00
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Address:
Bloom Admin Center
100 West 10th Street
Chicago Heights, IL 60411

Contract 2

Page 5

**Amount: \$340,008.21 matches Item 21
Attachments**

**Both Contracts added together:
\$340,008.21+\$19,910.60 = RAL Request of
\$359,918.81**

**CDW Government LLC
Purchase Agreement for E-Rate Customers 2011-2012
Contract #BZCD551
Spln #143005588
FCC Registration #0012123287**

This Purchase Agreement For E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC ("Seller"), an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 and Bloom High School ("Customer"), a non-profit school or library eligible for Universal Service funding, with offices at: 101 W 10th Street, Chicago Heights, IL 60411-2100.

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide 20-90 percent discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – servers, hubs, switches, firewalls, operating software, installation, and maintenance eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – non-profit school or library eligible for Universal Service funding applying for an E-Rate discount on E-Rate Eligible products.

"Program" The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the Federal Communications Commission to administer the Universal Service Program for schools and libraries.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G's website at <http://www.cdw.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies to be eligible to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. The contract is contingent upon evidence of award of E-Rate funding.

B. E-Rate Purchases

Customer represents and warrants that all purchases under this Agreement will be for its own use and are eligible for E-rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER WILL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. This form must be approved by SLD prior to the order placement. The Form 486 informs SLD when the Billed Entity and/or the eligible entities that it represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive invoice.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders must include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) Percentage School Owes and Percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN # for each part number. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer Must Choose one)

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be a period of one-year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). If the Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped and support for which Customer has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon mutual signature between both Seller and Customer. The Renewal shall be based on extension of funding from the SLD.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Enterprise Drive, Suite 404
Shelton, CT 06484

If to Customer:

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for funding year 2011 which begins July 1, 2011 and extends until June 30, 2012.

CDW GOVERNMENT LLC

CUSTOMER

By: _____
(Authorized signature)

Tara Barbieri
Printed Name

Title: Director, Program Sales

Date: 03/21/2011

By: _____
(Authorized Signature)

MARK J. SHEAHAN
Printed Name

Title: Asst. Sup. - BUSINESS

Date: 3-18-11

EXHIBIT I
Quote



**CDWG Response for Bloom High School District 206 E-Rate
Requests**

CISCO SOLUTIONS

Wireless Hardware	15,810.90
Wireless CDWG Professional Services	9,250.00
Wireless Total	25,060.90

Switching Hardware	133,984.00
Switching CDWG Professional Services	34,167.50
Switching Total	168,151.50

Cabling	
Cat-6 Cable (200')	5,000.00
12-strand 50 micron OM4 Fiber Optic Cable (400M)	97,600.00
Cabling Total	102,600.00

Power	
UPS Power protection for each closet	25,627.69
Power Total	25,627.69

MDF Work	
Rework existing MDF Bloom HS MDF	9,000.00
MDF Work Total	9,000.00

Server	
DNS server	9,668.12
Server Total	9,668.12

Total for CDWG Cisco Solutions	340,008.21
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Address:
Bloom High School
161 W. 10th Street
Chicago Heights, IL 60411

EXHIBIT E

FUNDING COMMITMENT DECISION LETTER - FCDL

FUNDING COMMITMENT REPORT
Billed Entity Name: BLOOM HIGH SCHOOL DISTRICT 206
BEN: 135505
Funding Year: 2011

Comment on RAL corrections: The following RAL change requested were not implemented because they were cancelled by the applicant.

Form 471 Application Number: 779911
Funding Request Number: 2218912
Funding Status: Funded
Category of Service: Internal Connections
Form 470 Application Number: 731920000885169
SPIN: 143005588
Service Provider Name: CDW Government, LLC
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2011
Service End Date: N/A
Contract Award Date: 03/21/2011
Contract Expiration Date: 09/30/2012
Site Identifier: 69237
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$336,349.76
Pre-discount Amount: \$336,349.76
Discount Percentage Approved by the USAC: 90%
Funding Commitment Decision: \$302,714.78 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: MRI: The amount of the funding request was changed from \$340,008.21 OTC to \$336,349.76 OTC to remove the ineligible product(s)/service(s): SNMPWEBCARD (\$2,754.96 OTC), Server unbundled warranty HPE-U4496E (\$507.18 OTC), Belkin KVM Switch removed (\$391.31 OTC), Freight charge cost allocation KVM switch (\$5.00 OTC).

FCDL Date: 02/28/2012
Wave Number: 036
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012
Consultant Name: INFINITE CONNECTIONS, INC.
Consultant Number (CRN): 16062454
Consultant Employer: INFINITE CONNECTIONS, INC.

EXHIBIT F

NOTE FROM REVIEWER ACKNOWLEDGING RAL CONFIRMATION

Subject: RE: Follow-up to 471 application 779911
From: Brown, Marilyn (Marilyn.BROWN@sl.universalservice.org)
To: jkrat@yahoo.com;
Cc: ASchmitt@sd206.org;
Date: Thursday, February 16, 2012 12:16 PM

Hi Jane and Andrew

The RAL request is in our system.

Marilyn Brown
Associate Manager, PIA Reviewer
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.5079 | F: 973.599.6513
marilyn.brown@sl.universalservice.org

From: Jane Kratochvil [mailto:jkrat@yahoo.com]
Sent: Monday, February 13, 2012 3:26 PM
To: Brown, Marilyn
Cc: Andrew Schmitt
Subject: Follow-up to 471 application 779911

Ms. Brown,

Hope all is well. I am writing on behalf of Bloom High School District 206, BEN 135505. I wanted to confirm that you are in receipt on the RAL Corrections submitted for 471 application 779911. I know that you are still reviewing this application but I wanted to confirm that you have this on file.

Thank you,

Jane Kratochvil

Confidentiality Notice: The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

EXHIBIT G

ADMINISTRATOR'S DECISION ON APPEAL – FUNDING YEAR 2011-2012



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2011-2012

July 19, 2012

Andrew Schmitt
Bloom High School District 206
100 West 10th Street
Chicago Heights, IL 60411-2002

Re: Applicant Name:	BLOOM HIGH SCHOOL DISTRICT 206
Billed Entity Number:	135505
Form 471 Application Number:	779911
Funding Request Number(s):	2218912
Decision Letter Date:	February 28, 2012
Date Appeal Postmarked:	July 17, 2012
Your Correspondence Dated:	July 13, 2012

Our records show that your appeal was postmarked more than 60 days after the date your Funding Commitment Decision Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

Andrew Schmitt
Bloom High School District 206
100 West 10th Street
Chicago Heights, IL 60411-2002

Billed Entity Number: 135505
Form 471 Application Number: 779911
Form 486 Application Number: